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ABSTRACT

The collective bargaining agreement between the Rhode Island School of Design and Rhode Island School of Design Faculty Association (NEARI/NEA) covering the years 1987-1990 is presented. Items covered in the agreement include: recognition; management rights; dues deduction and agency fee; rights of the association; rights of individuals; personnel fees; faculty appointments and reappointments; promotions; outside professional activities; workload; librarians; salaries; method of payment; fringe benefits; sabbatical leave; leaves of absence; illness; retrenchment; academic organization; grievance procedure; no strike/no lockout; alteration of agreement; and duration. Six appendices discuss criteria for faculty performance and provide forms to facilitate the faculty annual report; department head's/division chair's/dean's annual report; evaluation of administrators; sabbatical leave application; and student course evaluation. (SM)

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Regents / Research

# 1987 - 1990

# COLLECTIVE BARGAINING CONTRACT

By and Between

RHODE ISLAND SCHOOL OF DESIGN

and

RHODE ISLAND SCHOOL OF DESIGN

FACULTY ASSOCIATION (NEARI/NEA)

U.S. DEPARTMENT OF EDUCATION
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## PREAMBLE

The Board of Trustees, hereafter called the Board, and the Rhode Island School of Design Faculty Association (NEARI/NEA), hereinafter called the Association, enter into this agreement with the hope that its implementation will preserve the ability of the College to serve its constituents.

It is recognized that the faculty has a responsibility in such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate directly to the educational process. However, the final decision in these areas rests with the Board of Trustees.

## ARTICLE I

## RECOGNITION

The Board recognizes the Association as the collective bargaining representative of all full-time faculty, professional librarians and department heads employed by the Board at its Providence, Rhode Island location in accordance with the certification of representative issued in National Labor Relations Board Case No. 1-RC-15, 611 on May 4, 1978.

## ARTICLE II

## MANAGEMENT RIGHTS

All management functions and responsibilities whether or not exercised by the Board prior to the execution of this Agreement are reserved exclusively to the Board, except to the extent that the same are expressly restricted by a specific provision of this Agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel regulations relating to the duties and responsibilities of faculty and their working conditions which are not contrary to this Agreement.

## ARTICLE III

## DUES DEDUCTION AND AGENCY FEE

A. It is recognized that the negotiation and administration of this Agreement entails expenses which should be appropriately shared by all faculty members and librarians who are beneficiaries of said Agreement. To this end, if a faculty member or librarian does not join the Association in accordance with its constitution and Bylaws, and/or execute an authorization for dues deduction, such unit member will, as a condition of employment by the Board, execute authorization for the deduction of a sum as certified by the Executive Secretary of the National Education Association/RI to the President of Rhode Island School of Design on or before August 15 of each school year, which sum will be forwarded to the Association. Such sum will not exceed the annual membership fee of the RISD/NEARI/NEA and shall be deducted in the same manner as for a regular member.

B. The Board shall annually in September provide the Association with a list of all bargaining unit members includ-

ing full-time faculty and librarians and shall promptly notify the Association of the name of any additional full-time faculty member or librarian employed during the academic year.

C. The Board shall make deductions monthly for RISDFA/NEARI/NEA dues from the wages of those who authorize this procedure, and forward same monthly to the treasurer of NEARI.

D. The Board shall inform all new full-time faculty members and librarians at the time of the commencement of their employment of the requirements of Paragraph A above and require each new full-time faculty member to sign the agency fee or dues deduction form as part of the personnel sign-in procedure. The Personnel Office shall require any administrator or other employee who is entering or re-entering the bargaining unit to sign the agency fee or dues deduction form at the time of transfer.

## ARTICLE IV

## RIGHTS OF THE ASSOCIATION

A. A Member of the bargaining unit shall not engage in activities which will interfere with the proper performance of his/her duties, the duties of any member of the bargaining unit, or any other employee of the College. Designated representatives of the Association from the Executive Committee, the Grievance Representatives, and the State Association Representative shall have the right to conduct official bargaining unit business on the Rhode Island School of Design campus. Association activities shall not interrupt normal college operations.

B. The Association at the request of its President shall be permitted to use college facilities such as typewriters, duplicating machines, xerox machines and meetings rooms, if available, provided, however, that any cost of using these facilities will be borne by the Association. The Association shall be permitted to use faculty mailboxes.

C. Reasonable requests for factual data directly relevant to wages, hours and conditions of employment necessary to the Association in the administration of this agreement will be honored. Requests for such data shall be made in writing by the President of the Association to the Vice President for Academic Affairs.

D. The Board shall provide a 4' x 8' cork-surfaced bulletin board for the use of the Association, this board to be installed in the Faculty Lounge.

E. The library representative, as a member of the Executive Committee, will be given release time to attend Association meetings if such meetings occur during his/her normal working hours.

F. The Board will furnish an office for the joint use of the RISD Faculty Association and the RISD Part-Time Faculty Association. The selection of an appropriate office space and location shall be at the discretion of the Board and shall be subject to change depending upon current college space requirements. Use of the office shall be subject to all College policies, rules and regulations pertaining to faculty and administrative offices. The Board's obligation to furnish an office shall be coextensive with and limited to the duration of the Faculty Association's obligations under Article XXI.

G. All finalists in appointment searches for full-time faculty or librarian positions shall be furnished a copy of the collective bargaining agreement which includes the names, addresses, and telephone numbers of the negotiating committee of the Association.

## ARTICLE V

## RIGHTS OF INDIVIDUALS

A. Academic Rights. The parties to this Agreement endorse the following statement concerning academic freedom:

1. Each faculty member and librarian is entitled to full freedom in research and creative work and in the publication and exhibition of the results.

2. Each faculty member is entitled to freedom in the classroom, library, and studio in discussion of his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to the subject. The intent of the preceding sentence is not to discourage what is "controversial." Controversy is at the heart of the free academic inquiry which this statement is designed to foster. The passage serves to underscore the need for the teacher to avoid persistently introducing material which has no relation to his/her subject. At Rhode Island

School of Design there are no limitations of academic freedom because of religious or other aims of the institution.

3. When a faculty member or librarian speaks or writes as an individual he or she is free from institutional censorship or discipline. His/her position as a member of an institution of higher learning imposes the obligation to make clear that he or she is not an institutional spokesperson. Hence he/she should at all time be accurate, should exercise appropriate restraint and should show respect for the opinion of others.

B. Personal Rights. The parties to this Agreement endorse the following statement regarding personal rights:

1. All unit members shall be free to become or not to become members of the Association. No unit member may be discriminated against by the Association or the Board because of his/her choice to become or not to become a member of the Association.

2. No faculty member or librarian shall be disciplined without just cause.

## ARTICLE VI

## PERSONNEL FILES

A. Personnel Office Files. The personnel office shall maintain one file for each member of the collective bargaining unit. This file shall contain information relating to salaries, fringe benefits, health records, and copies of appointment letters.

B. Divisional Office File. The division chairperson, or dean where appropriate, shall maintain one file for each full-time faculty member assigned to a particular division. The head of the library shall maintain a file for unit members who work in the library. This file shall be organized in yearly folders and contains evaluations reports, copies of letters of appointments, correspondence, letters of reference and other documents pertinent to the performance of the bargaining unit member.

C. Academic Affairs Office File.

1. The office of the Vice President for Academic Affairs shall maintain a file for each member of the collective

bargaining unit. This file shall be organized in yearly folders and contains:

a. evaluation reports;

b. materials in connection with any appointment, reappointment, promotion, sabbatical leave, or leave of absence and other documents pertinent to the performance of the bargaining unit member;

c. correspondence and letters of reference;

d. reappointment file.

2. Reappointment file. Whenever a faculty member is eligible for reappointment, sabbatical leave, or promotion, a file (i.e. the dossier referred to in Article VII B.2.) will be created. When this process is complete, the entire file is returned to the Academic Affairs office files. This file shall consist of all material directly relating to the reappointment, promotion or sabbatical leave of a faculty member. The contents of the reappointment file include:

a. material submitted by the unit member;

b. department reports on faculty, where applicable;

c. division chairperson's reports on faculty;

d. recommendations by the Vice President for Academic Affairs to the President concerning the unit member.

D. General Provisions.

1. A bargaining unit member may examine any one of his/her files during normal office hours and make notes of the contents of his/her file.

2. Bargaining unit members after reviewing their files may, if they wish, respond to the contents therein.

3. Anonymous material may not be included in any file.

4. Copies of the files' contents will be provided at cost to a bargaining unit member upon request.

5. Supporting illustrative material submitted by the unit member in connection with any appointment, reappointment, promotion, sabbatical leave, or leave of absence shall be made available to be picked up by the unit member following notice of official action in his/her case. In the event of an adverse decision on reappointment or promotion the said illustrative material shall be retained in the file unless the faculty member agrees in writing, when the material is withdrawn, to make the illustrative material available at any future appeal hearing involving the adverse decision.

6. Information may be subtracted from a file by mutual agreement of the unit member and the Vice President for Academic Affairs.

## ARTICLE VII

## FACULTY APPOINTMENTS AND REAPPOINTMENTS

### A. General

1. Initial full-time appointments to the faculty are normally made for one year. Notice of reappointment for the following year, again a one-year appointment, or notification that no new appointment will be offered, will be made by March 15 during the first year of service. During the second year of service, notice of reappointment for a first three-year appointment, or notification that no new appointment will be offered, will be made by December 15. During the second year of the first three-year appointment, notice of reappointment to a second three-year appointment, or notification that no new appointment will be offered, will be made by March 15. During the second year of the second three-year appointment, notice of reappointment to a five-year contract, or notification that no new appointment will be offered, will be made by March 15. There are no limits to the number of five-year appointments that a faculty member may receive. During the fourth year of a five-year appointment, notice of reappointment to another five-year contract, or notification that no new appointment will be offered, will be made by March 15. The awarding of an appointment of any length in no way implies automatic subsequent appointments.

2. It is expressly understood that in order to be entitled to a renewal of a contract, the faculty member must demonstrate a high degree of excellence against the Criteria for Faculty Performance. Competency alone is not sufficient for renewal of a contract.

3. There shall be a probationary period of seven (7) years excluding approved leaves of absence during which the faculty member shall not have any right of appeal or arbitration of a decision not to renew his or her contract. For faculty members whose appointment and teaching began in or prior to the 1983-84 academic year, the applicable probationary period shall be five (5) years and the sequence of contracts shall be governed by Article VII, A.1. of the 1982-84 Collective Bargaining Agreement. After the probationary period, the Board shall have the burden of proving cause, as applied to the Criteria for Faculty Performance as conditioned by paragraph A.2. above, for the nonrenewal of a contract.

4. Initial appointments of faculty members with experience may be made at any rank or level of the contract sequence outlined in paragraph A.1. above provided, however, the Board shall make no appointment which results in a probationary period of less than four (4) years.

B. Process

1. Annual Review, Faculty members are to be evaluated annually by department heads and division chairpersons. These evaluations are to include individual conferences between the faculty member and his/her immediate superior(s) whose written critique(s) will conform to the evaluation forms and procedures contained in Appendices B and C. These conferences and the completion of the written record of the material covered will be scheduled in accordance with established review chronology.

2. Reappointment Review. Reappointment review is a more formal process. Faculty are appointed for one, three or five year periods in accordance with an established sequence of two one-year, two three-year and unlimited five-year appointments. Each appointment requires timely review in accordance with a determined schedule so that notice of action is received well in advance of the effective date. Each review requires evaluation by the appropriate department head, division chairperson, the Committee on Faculty Appointment, the Vice President for Academic Affairs and finally the recommendation of the President to the Board.

The review process is initiated by the Vice President for Academic Affairs by the publishing and distribution of a list of reappointment candidates for consideration during the academic year. A faculty member affected will then prepare a dossier of materials in support of his/her reappointment.

After individual conferences between the affected faculty member and his/her department head and the division chairperson, they will prepare written evaluations which will conform to the evaluation forms and procedures contained in Appendices B and C.

3. Waivers. A faculty member who has successfully completed the probationary period will, at the time of succeeding reappointment reviews, be granted a waiver from the requirement of preparing a dossier and will automatically be reappointed unless, during the annual reviews (conducted pursuant to paragraph B.1. above) since the faculty member's last reappointment, more than one (1) annual evaluation by the division chairperson contains a finding in the same area that the faculty member failed to perform at a high degree of excellence against the Criteria for Faculty Performance (Appendix A), in which case the normal procedures for reappointment review (paragraph B.2.) shall apply. The failure to be granted a waiver shall not be construed as an automatic recommendation for non-renewal.

4. Committee on Faculty Appointments Review. Following receipt of all pertinent materials the Committee on Faculty Appointments reviews the case in accordance with Sections C-3 through C-7. The Administration then makes its decision.

5. Critical Probationary Review. While it is recognized that all reappointment reviews are important, it is understood that the reappointment review which normally occurs in the second year of a faculty member's second three-year appointment is particularly critical inasmuch as that reappointment would signify the completion of the probationary period. In all such critical probationary reviews, the Committee on Faculty Appointments and the Administration must take particular care to ensure the continued high caliber of the faculty and, therefore, the Vice President for Academic Affairs and/or The CFA may make additional timely requests for data and information, including letters of recommendations by faculty or professionals from outside the RISD community.

C. Committee on Faculty Appointments (CFA).

1. The Committee on Faculty Appointments. Faculty members are subject to annual and reappointment review procedure at appropriate departmental, divisional and administrative levels. An integral part of faculty reappointment is peer review by the Committee on Faculty Appointments (CFA).

The CFA shall review all reappointments, promotion, and sabbatical leave requests. The CFA reviews materials pre-

ented to it and listens to presentations of each case made by the appropriate Division Chairperson.

2. Committee Membership and Procedures. The Committee on Faculty Appointments is composed of seven (7) full-time members of the faculty, all having a minimum of six (6) years of service at Rhode Island School of Design and being of the rank of assistant professor or higher, five of whom are elected by the faculty at large to serve three-year staggered terms with not more than one from each division (if at any time there are less than five divisions, then at least one from each division) and two, exclusive of department heads or division chairpersons, appointed by the Vice President for Academic Affairs for one-year terms. The faculty shall also elect at large one alternate from each of the divisions from which a regular CFA member has been elected, to serve when the regular member from that division:

a. is being considered, in the CFA hearings, for reappointment, promotion, sabbatical leave;

b. is a department head and a member of his/her department is being considered in the CFA hearings;

c. is concerned about a possible conflict of interest and wishes to withdraw from a particular pending case;

d. is on a sabbatical leave or leave of absence.

The need for the attendance of an alternate must be determined by the CFA in ample time, in every instance, for the alternate to be notified and to make arrangements to attend the designated meetings.

The Vice President for Academic Affairs is the non-voting chairman for the CFA.

3. A recording secretary, competent in shorthand, shall be engaged to prepare comprehensive minutes of each CFA session. These confidential minutes, as written or as amended, are approved by vote of the CFA. All CFA deliberations must be held in strictest confidence and shall not, with the exception of the secret ballot vote tally, be subject to disclosure during the arbitration process (although nothing herein shall be construed as to prevent a member of the CFA from testifying on matters other than deliberations of the CFA).

Copies of the minutes concerning each individual candidate for reappointment, promotion, or sabbatical leave will

accompany the Vice President for Academic Affairs' recommendation to the President. In cases of an arbitration hearing, a copy of the appropriate minutes will be provided to the faculty member concerned. All minutes will be filed as part of the permanent record of the CFA.

In cases where a non-probationary faculty member did not receive a reappointment review waiver, that faculty member may arrange for a stenographic record of the testimony and other evidence presented to the CFA (but not of the CFA deliberations, which are strictly confidential).

4. The Vice President for Academic Affairs shall provide the CFA at its first September meeting each year, with up-to-date statistics on all members of the full-time faculty with respect to years in service at Rhode Island School of Design in total, current rank and appointment status, time in current rank, and most recent sabbatical leave and leave of absence taken. A copy shall be forwarded to the President of the Association.

5. In all cases involving reappointment, promotion, sabbatical leave of members of the faculty, the CFA reviews the material presented to it, listens to the presentation of each case by the appropriate division chairperson and can seek additional input by requesting others to meet with the committee. A faculty member who wishes to make a presentation in his/her behalf may do so. Faculty who have been recommended for non-reappointment by their department head and/or division chairperson will be required to appear before the CFA. The CFA then discusses each case on its merits.

6. Following the completion of the CFA hearing on an individual case the CFA votes by way of secret paper ballot to endorse or reject the recommendation of the division chairperson. The Vice President for Academic Affairs writes a recommendation to the President which is discussed with the CFA before transmission to the President.

7. No anonymous material may be used in the review. This does not preclude the use of mutually agreeable student evaluation instruments.

8. <u>Appeal</u>

a. A faculty member in the probationary period shall have no right of appeal of a decision not to renew his or her contract.

b. After the probationary period, in the event of an adverse decision on the renewal of a contract, the faculty member shall have a right of de novo review by an arbitration panel and he/she will be provided with the minutes of the CFA which are applicable to the appellant. The faculty member appealing the decision not to renew his/her contract must notify the President in writing that he/she is appealing the decision not to renew within twenty (20) calendar days of receipt of notice of nonrenewal. The arbitration panel shall be composed of one member appointed by the Association and one member appointed by the President with the appointed members selecting an additional member of the arbitration panel. If the two are unable to agree on the selection of a third member, he/she will be selected in accordance with the Voluntary Rules of the American Arbitration Association. The Arbitration Panel shall review the entire record of the renewal proceedings and make its decision based upon the record and evidence given at the hearing. The faculty member may be assisted by NEARI counsel at any hearing before the Arbitration Panel. The Board shall have the burden of proving cause as applied to the Criteria for Faculty Performance as conditioned by Paragraph A.2. above for the nonrenewal of a contract.

D. A faculty member may be terminated during the term of his or her appointment for just cause. A faculty member who has been terminated for just cause may appeal the termination by notifying the President of Rhode Island School of Design in writing within twenty (20) calendar days of his or her termination that he/she appeals the termination. The appeal shall be heard and determined by an appellate board which shall be composed of one member appointed by the faculty member and one member appointed by the President with the appointed members selecting a third member of the Appellate Board. If the two members are unable to mutually agree upon the selection of the third member, the third member shall be selected in accordance with the procedures of the American Arbitration Association. The Board shall have the burden of proving just cause. The decision of the Appellate Board shall be final and binding.

E. <u>Librarian Review Procedures</u>

1. Librarians will follow the current process of annual review. Each librarian will hold an individual conference on the anniversary of their initial appointment, with the Director of the Library who then prepares a written evaluation of the librarian. This evaluation is given to the librarian before transmission to the Vice President for Academic

Affairs. The librarian affected may append a rebuttal to this evaluation, with the evaluation and appended material (if any) placed in the librarian's file.

2. A librarian who has served a probationary period of five (5) years may be terminated for just cause. A librarian who has been terminated for just cause may appeal the termination by notifying the President of Rhode Island School of Design in writing within ten (10) calendar days of his or her termination that he/she appeals the termination. The appeal shall be heard and determined by an arbitration panel which shall be composed of one member appointed by the association and one member appointed by the President with the appointed members selecting a third member of the Arbitration Panel. If the two members are unable to mutually agree upon the selection of the third member, the third member shall be selected in accordance with the procedures of the American Arbitration Association. The Board shall have the burden of proving just cause. The decision of the Panel shall be final and binding. The librarians currently employed will be protected by the above just cause provision.

F. Chronology

1. Appointment Chronology. A timetable for annual reviews, reappointment reviews and for submission and action on promotions, sabbatical leaves and leaves of absence will be stipulated and printed in September of each year in accordance with established procedures. This shall be the responsibility of the Vice President for Academic Affairs in consultation with the CFA.

2. Annual Reviews. These reviews will be completed during the month of April each year.

3. Sabbatical Leaves and Leaves of Absence. Application for leaves are to be submitted to the CFA and the Vice President for Academic Affairs as follows:

Sabbatical Leave. A reasonable time in advance, usually 18 months in advance of the effective date of the sabbatical leave.

Leaves of Absence. By March 15 of the year preceding the intended leave, exceptions will be made allowing leave on shorter notice if the following conditions apply:

a. opportunity for leave arises without sufficient time to meet deadlines; and

b. arrangements can be made for covering courses during time of leave.

4. Promotions. Applications or recommendations for promotions are to be submitted to the CFA and the Vice President for Academic Affairs by November 14 for consideration that academic year. The CFA's lists of faculty eligible and non-eligible for promotion are to be formulated after November 15 but by January 1 of the academic year. Notice of action will be given at least thirty (30) days before commencement.

G. Term Appointments.

When appointments are made to fill temporary absences of faculty members who are on sabbatical leave, leaves of absence, sick leave, parental leave, or have been assigned off-campus duties or during the time that a search to fill the position is being conducted, the appointment shall be for no longer than one academic year and shall specify the time period and the faculty member replaced. These appointments shall be at the rank of instructor, assistant professor, associate professor, or professor. Term appointees have all the duties and obligations of full-time faculty members, and receive the same fringe benefits as full-time faculty members on one-year appointments. When a term appointee is offered a regular appointment following the required search, his/her time spent as a term appointee shall be counted towards entitlement to promotion and sabbatical leave. Should a term appointee be considered for a second or any subsequent term appointment, then his/her consideration for this second or any subsequent term appointment is to be reviewed by the CFA.

H. Orientation.

The Administration shall conduct an annual orientation program for the CFA, department heads, division chairpersons, and Director of the Library concerning the policies and procedures contained in this Article, the Criteria for Faculty Performance, and the evaluations instruments appended to the contract. The Faculty Association shall be permitted to participate in and make a presentation during this program.

I. Faculty/Administrators.

A faculty member who leaves the bargaining unit to serve in the administration or newly appointed administrators with faculty rank who have not completed their probationary period shall have their time remaining on probation frozen

until they return to or enter the bargaining unit. Faculty who have completed their probationary period and who leave the bargaining unit to serve in the administration shall, at the time they leave the administration, have all rights of a bargaining unit member under this contract.

J. European Honors Program.

A faculty member, who leaves the bargaining unit to serve in the College's European Honors Program shall have the right to return to the bargaining unit at the same level in the appointment sequences that he/she left. Upon the faculty member's return to the bargaining unit, his or her service with the European Honors Program shall be considered as continuous service to the College for purposes of promotions, sabbatical leave, and retrenchment. Upon return, base salary and benefits shall be determined as if the faculty member had never left the bargaining unit.

## ARTICLE VIII

## PROMOTIONS

The Rhode Island School of Design recognizes the normal academic ranks for members of the Full-Time Faculty: Instructor, Assistant Professor, Associate Professor, and Professor.

Consideration for Promotion will be based on:

Formal request for promotion by the faculty member or recommendation of his/her Division Chairman or by the Vice President for Academic Affairs.

A. A Faculty member at the rank of Instructor may request promotion to Assistant Professor at any time.

B. An Assistant Professor may request promotion to Associate Professor any time after five years at the rank of Assistant Professor.

C. An Associate Professor may request promotion to Professor any time after five years at the rank of Associate Professor.

D. Applicants not placed on the Committee on Faculty Appointments promotion list shall wait at least two years before reapplying.

E. For incoming faculty, the administration may credit time in rank at another institution to establish their promotion chronology at Rhode Island School of Design.

F. When considering promotion, the Department Head, Division Chairperson, Committee on Faculty Appointments and Vice President for Academic Affairs must consider the distribution of ranks within the Department or Program, Division and the Full-Time Faculty as a whole.

G. The Committee on Faculty Appointments will indicate those people who should be promoted and those who should not be promoted. The Committee on Faculty Appointments will indicate in order of priority, for each academic rank within each division, the faculty who should be promoted. Such rankings will be forwarded to the Vice President for Academic Affairs who will then use them in considering his/her recommendation to the President.

H. Each member of the Committee on Faculty Appointments will receive a copy of these lists. The Vice President for Academic Affairs, in notifying promotion applicants of his or her recommendation, will indicate whether the Committee on Faculty Appointments had put that individual faculty member on the lists of approved promotion or the list of non-approved. Faculty who wish to know where they stand on these lists of positive recommendations from the Committee on Faculty Appointments may ask either the Vice President for Academic Affairs or any member of the Committee on Faculty Appointments.

I. Notification. Announcement of promotion by the President will be sent in writing to the faculty member affected at least thirty (30) days before commencement. A simultaneously issued public notice will list the number of promotions to each rank by division followed by the names of those promoted.

J. Faculty members whose appointment and teaching begin after July 1, 1984 must be promoted to Associate Professor, if they have not already been promoted, simultaneously with the awarding of their first non-probationary five-year contract.

K. No faculty member shall have the right to appeal unless he or she, at the time of the announcement of promotions, is the highest remaining applicant in each rank on the Committee on Faculty Appointments list of approved promotions for his or her respective division and is skipped over, and

either someone below him or her on that division's list is promoted or someone in the division who was not recommended for promotion by the Committee on Faculty Appointments is promoted. In this event, the person skipped over may appeal to an Arbitration Panel within thirty (30) days of the President's announcement. The Arbitration Panel shall be composed of three members appointed in the same manner as the Arbitration Panel provided for in Article VII C 8.b. The Panel shall determine whether the appellant should have been promoted instead of the promoted faculty member who was below the appellant on the division's list or someone not recommended for promotion by the Committee on Faculty Appointments. If the Panel decides in favor of the appellant, then in that event, the appellant receives promotion. The decision of the Arbitration Panel shall be final and binding.

L. Restriction: No promotions in faculty rank will be made at Rhode Island School of Design which have not come before the Committee on Faculty Appointments in accordance with the procedures outlined in this section. Administrators who hold faculty rank must apply or be recommended for promotion in accordance with the schedule and procedures outlined in this Article. They shall be evaluated annually by the Vice President for Academic Affairs in accordance with Appendix A, the Criteria for Faculty Performance, and the forms and procedures contained in Appendices B and C. The specific weight assigned to the areas and sub-areas of Appendix A, in terms of permissible ranges, shall be determined by the Vice President for Academic Affairs in consultation with the Administrator and shall proportionately reflect the ratio of the administrator's assigned teaching/administrative responsibilities. While it is recognized that the quantity of teaching and professional work by administrators may be less than regular full-time faculty, administrators must demonstrate the same high degree of excellence in those areas as regular faculty.

M. Promotion of Librarians: The Rhode Island School of Design recognizes status for librarians in the form of the following ranks: Librarian I, Librarian II, Librarian III, and Librarian IV.

1. Librarians may request or be considered for a promotion as follows:

a. Librarian I may request or be considered for a promotion to Librarian II after two years in rank.

b. Librarian II may request or be considered for a promotion to Librarian III after five years in rank.

c. Librarian III may request or be considered for a promotion to Librarian IV after five years in rank.

2. Promotions shall be determined by a committee consisting of the Director of the Library and all department heads within the library exclusive of the librarian requesting promotion. The Director of the Library shall forward all recommendations and documentation to the Vice President for Academic Affairs who in turn shall forward the material received plus his/her recommendation to the President. The President shall make the final decision.

3. Consideration for promotion will depend upon:

a. Formal request for promotion by the librarian to the Director of the Library.

b. Confirmation by the Director of the Library that the librarian is eligible.

4. The factor weighed most heavily will be performance as based on the annual review. Other considerations taken into lesser account for promotion will be relevant Rhode Island School of Design service outside the library and professional activities. For consideration of promotion to the rank of Librarian IV, the emphasis will shift accordingly with heavier weight placed on professional involvement outside the library through committee work in professional organizations, special awards, and publications.

5. Procedure.

a. Upon confirmation of eligibility, the Director of the Library will arrange to meet with department heads within the library at a mutually agreeable time. The librarian being considered for promotion may give the Director of the Library any letters or documentation which he/she deems relevant. No anonymous material may be accepted. Once the Director of the Library and department heads have reached decisions by secret ballot, the Director of the Library will forward the request for promotion along with his/her recommendation, the majority vote of the department heads, and any accompanying documentation to the Vice President for Academic Affairs.

b. The Vice President for Academic Affairs shall forward all material received along with his recommendation to the President.

c. The President shall make the final decision and notify the librarian in writing no later than the end of the academic year in which the request for promotion was made as to whether or not the promotion is granted.

d. Appeal. If a librarian has been denied a promotion preceded by a favorable recommendation by the Director of the Library, he/she may file an appeal. Such an appeal must be filed within thirty days of official notification from the President. The appeal shall be heard and determined by an appellate board which shall be composed of one member appointed by the librarian and one member appointed by the President, with the appointed selecting a third member of the appellate board. If the two members are unable to mutually agree upon the selection of the third member, the third member shall be selected in accordance with the procedures of the American Arbitration Association.

## ARTICLE IX

## OUTSIDE PROFESSIONAL ACTIVITIES

It is assumed that members of the faculty of the Rhode Island School of Design are contributing members of a larger professional community. Faculty members are expected to participate in undertakings which will advance their art, design or other professional activity. The following considerations, however, apply to a full-time faculty member's engagement in outside professional activities.

A. A faculty member on a full-time appointment has a primary obligation to the College. As such, each faculty member has the responsibility to devote his/her primary effort to teaching, advising students, committee assignments and other duties related to his/her department, program, division, and the College. Outside professional activities, whether gainful or not, are not to interfere with these responsibilities.

B. A full-time faculty member is expected to participate in outside professional activities provided that such activities:

1. contribute to that faculty member's better understanding of his/her field(s) and therefore furthers his or her effectiveness as a teacher and contributes to his/her growth as an artist, designer or scholar; and

2. do not infringe upon or interfere with the faculty member's primary responsibility to the Rhode Island School of Design. The purpose of these provisions is to avoid the likelihood that other teaching or outside professional activities will detract from the faculty member's commitment to the Rhode Island School of Design.

C. Each full-time faculty member shall keep his/her respective Division Chairperson informed of his/her outside professional activities. Questions arising out of special circumstances or considerations should be taken to the Vice President for Academic Affairs for resolution.

Faculty on full-time appointment shall not teach a regularly scheduled course at another institution of higher education during the regular academic year without prior approval of the Board.

Faculty on full-time appointment shall not initiate or significantly increase outside professional activity without prior notification to the appropriate Division Chairperson. If the division chairperson believes that the extent of this outside professional activity may violate the provisions of paragraph B above, the chairperson may direct, in writing, that the faculty member take necessary steps to make sure that his/her outside professional activity does not violate paragraph B, above.

D. In outside enterprises, whether compensated or not, faculty members should not:

1. violate Rhode Island School of Design patent policy; or

2. permit an outside agent to have preferred position with respect to information emanating from Rhode Island School of Design activities.

E. In outside professional activities, a faculty member should not commit corporation materials, facilities, students, or personnel for the gain or benefit of an outside enterprise. Upon approval of the Vice President for Academic Affairs and the President however, limited use may be made of

materials, facilities, and secretarial assistance for service to professional societies in one's discipline and in connection with professional assistance to government and other types of public service.

F. In outside professional activities, a faculty member should take care not to affect adversely either the faculty member's own independence or the integrity of the Rhode Island School of Design. Under no circumstances shall he/she accept any outside position that would tend to create conflicts of interest with his or her position with Rhode Island School of Design.

## ARTICLE X

## WORKLOAD

Throughout the term of this contract, during the academic year, full-time faculty shall perform duties that include the following:

A. Instruction in regularly scheduled classes of the standard RISD contact workload. This standard contact workload shall consist of nine (9) contact hours per week for lecture or seminar classes, or fifteen (15) contact hours per week for studio classes. The teaching of more than nine (9) contact hours per week for lecture or seminar classes or fifteen (15) contact hours per week for studio classes shall be voluntary. In the event that a faculty member voluntarily teaches more than the nine (9) contact hours per week for lecture or seminar classes or fifteen (15) contact hours per week for studio classes, the teaching load for that faculty member shall be reduced at some time during the academic year by a number of contact hours equal to the number of contact hours in excess of the standard contact hours for which the faculty member volunteered. If it is not feasible to adjust for the overload during the current academic year then, in that event, the adjustment will be made in the succeeding academic year. Faculty members may not be required to teach classes over more than four (4) days per week. This instruction requirement is in addition to all related class preparation, evaluation of students, supervision of class field trips, and other class related activities.

1. Up to three (3) independent study courses per semester and Wintersession as student demand and the quality of student proposals require, at the discretion of the faculty member.

2. Service as advisor to senior thesis projects and second year graduate thesis projects as required.

3. Supervision of graduate assistants as required.

4. Service as critics of student work when necessary for student development.

5. Out-of-class student academic advising consisting of three (3) posted hours per week. Division chairman will make every effort to identify space for advising. Regular advising of students on academic matters as required.

6. Academic advising of other professors' students and participation in other professors' courses as necessary for student development and by mutual agreement between professors involved.

7. Work with student groups as student demand and the quality and relevance of the proposed activity require.

8. Service on two (2) Rhode Island School of Design committees, if called upon, and related administrative duties. Service on more than two (2) Rhode Island School of Design committees is on a voluntary basis.

9. Participation in new course and curriculum review and development, and assistance at registration as requested by his/her Division Chairperson.

10. Outside community and professional activity as stipulated in the provision on outside professional activity.

11. The academic year shall begin on Faculty Convocation and continue, excluding vacation periods and holidays designated in the school calendar, through the second day after Commencement. There shall be a break of four (4) calendar days between the end of winter session and the beginning of second semester. Commencing in the 1983-84 academic year there shall be a break of seven (7) calendar days between the end of winter session and the beginning of the second semester.

12. Full-time faculty shall attend Faculty Convocation, Commencement, faculty meetings, division and department meetings and other college related meetings as may be called by the President or Vice President for Academic Affairs from time to time.

13. Teaching schedules shall be assigned on a fair and equitable basis.

14. During the third year of this Collective Bargaining Agreement (July 1, 1989 - June 30, 1990), the Board will create a fund of fifteen (15) Teaching Units (one Teaching Unit equals a normal three-credit course) for the purpose of reducing workload of faculty. This fund shall be distributed as follows:

(a) Faculty in the Division of Liberal Arts who, in the 1988-89 academic year, taught seven (7) different courses ((7 preparations) will be reduced from seven (7) Teaching Units to six (6) Teaching Units for the 1989-90 academic year's.

(b) Any remaining Teaching Units shall be distributed to the faculty of the Division of Architectural Studies who, in the 1987-88 and 1988-89 academic years, advised the largest number of degree projects.

## ARTICLE XI

## LIBRARIANS

A. Librarians shall have a 35-hour work week except for a 32 1/2 hour work week during June, July, and August. The work week for full-time librarians shall be Monday through Friday and shall not commence before 8:30 a.m. or extend beyond 5:30 p.m.; provided, however, that full-time librarians may be required to work any hours and any days including weekend days if they are hired with that understanding.

B. Holidays. Librarians are entitled to the following holidays: Labor Day, Thanksgiving Day and the following day (if the library is closed on said day), Memorial Day, Independence Day, Victory Day, Christmas Day and the day following (if the library is closed on said day), New Year's Day and the day following (if the library is closed on said day), Columbus Day, Veterans' Day and Martin Luther King Day. Should the library be open on Columbus Day or Veterans' Day, the librarian working on this holiday will be entitled to replace it with a compensatory vacation day.

C. Vacation. Following one complete fiscal year of service, full-time librarians are entitled to twenty vacation days exclusive of holidays listed above. At least ten of these days must be taken during June, July, or August. For each year of service beyond the fifth, one additional vacation day shall accrue through the tenth year. Vacation time may accrue from one year to the next but not in excess of twenty-five days.

D. Sick Leave. Librarians shall be entitled to ten days of sick leave per year. Unused sick leave will accumulate, but not to exceed sixty days.

E. Personal Leave. Librarians shall be entitled to two personal days per year.

## ARTICLE XII

## SALARIES

A. Librarians

1. Librarians covered by this Agreement with at least three (3) years prior experience and a MLS degree shall be paid a salary no less than the minimum base salary for Assistant Professors.

2. Librarians covered by this Agreement with more than seven (7) years continuous service at RISD shall be paid a salary no less than the minimum base salary for Associate Professors.

3. Base salaries for the 1987-88 academic year, effective July 1, 1987 shall be increased by 6.25% over 1986-87 base salaries.

4. Base salaries for the 1988-89 academic year, effective July 1, 1988, shall be increased by 6.50% over 1987-88 base salaries.

5. Base salaries for the 1989-90 academic year, effective July 1, 1989, shall be increased by 6.50% over 1988-89 base salaries.

B. Full-Time Faculty Members

1. During the three (3) years of this Agreement, the following minimum base salaries are established:

| | |
|---|---|
| Instructor: | $20,000.00 per year |
| Assistant Professor: | $22,500.00 per year |
| Associate Professor: | $29,000.00 per year |
| Professor: | $35,000.00 per year |

2. Base salaries for the 1987-88 academic year, effective July 1, 1987, shall be increased by 6.25% over 1986-87 base salaries.

3. Base salaries for the 1988-89 academic year, effective July 1, 1988, shall be increased by 6.50% over 1987-88 base salaries.

4. Base salaries for the 1989-90 academic year, effective July 1, 1989, shall be increased by 6.50% over 1988-89 base salaries.

C. Inequity Adjustment

Inequities created by the use of across-the-board percentage increases to base salaries shall be ameliorated through the application of the adjustment formula set forth in Memorandum of Agreement B.

D. Department Heads

Department Heads shall receive a stipend of $1,750.00 per semester or, as determined by the Vice President for Academic Affairs in consultation with the Department Head, be released from one course per semester, excluding winter session. This stipend may not be paid to those outside the bargaining unit.

E. Supervision of Graduate Assistants

Bargaining unit members who are assigned to supervise graduate assistants shall receive a stipend of $500 per year. This stipend may not be paid to those outside the bargaining unit.

F. Salary Review Procedure

An individual bargaining unit member may request a review of his or her salary should unusual circumstances arise that may warrant such a review. The faculty member's/librarian's request for a review must first receive the endorsement of his/her Division Chairperson and then the endorsement of the Executive Committee of the Faculty Association. Following the above endorsements, the Vice President for Academic Affairs may or may not recommend an adjusted salary to the President. The President may or may not approve of the Vice President's recommendation. In the event that the President approves an adjusted salary, such adjustment shall be put into effect upon the final approval of the Executive Committee of the Faculty Association.

NOTE:

The purpose of this procedure is to provide a mechanism for adjusting salaries due to unusual, individual academic circumstances and not to adjust inequities which may be due to time at RISD or faculty rank.

PROCESS:

1. The individual faculty member must initiate the process by timely requesting a review in a letter to the Division Chairperson/Dean with copies to the Vice President for Academic Affairs and the Executive Committee of the Faculty Association.

2. This request must state the basis for the request and must include sufficient evidence to support the request.

3. The Division Chair/Dean must approve or deny the request for review.

a. If approved in whole or in part, the Chair/Dean must send a supporting letter along with the original request and accompanying support material to the Executive Committee of the Faculty Association for endorsement or denial.

b. If denied, the Chair/Dean must give reasons for denial in writing to the applicant with copies to the Vice President for Academic Affairs and the Executive Committee of the Faculty Association.

4. If approved by the Executive Committee of the Faculty Association, the request, along with all supporting materials, is forwarded to the Vice President for Academic Affairs.

If the request is denied or adjusted by either the Executive Committee of the Faculty Association or the Vice President for Academic Affairs, reasons must be given in writing to the applicant.

5. If the request is approved, the Vice President for Academic Affairs, the President, and the Executive Committee of the Faculty Association act upon the request according to Article XII, Sec. E. Their respective decisions are final and binding on all concerned.

6. At any step in the process, additional information may be requested from any source.

7. The Faculty Association and the Administration will not act on any requests until after the deadline for requests in order to guarantee that all requests for one year are treated collectively.

8. Denial or modification of a request at any stage is final, binding, and expressly not subject to grievance and/or arbitration pursuant to Article XX of the Collective Bargaining Agreement.

TIME SCHEDULE GUIDELINES

A. All faculty requests and supporting material must be made to Division Chair/Dean by March 15.

B. The Division Chair/Dean must act on the request and forward all material to the Faculty Association within seven (7) days or as soon thereafter as reasonably practical.

C. The Faculty Association must act on the request and forward all material to the Vice President for Academic Affairs within seven (7) days as soon thereafter as reasonably practical.

D. The Vice President for Academic Affairs must act on the request and forward all material to the President within seven (7) days or as soon thereafter as reasonably practical

E. The President must act on the request and forward all material to the Executive Committee of the Faculty Association within seven (7) days or as soon thereafter as reasonably practical.

F. The Executive Committee must act on the request and forward all material to the Vice President for Academic Affairs within seven (7) days or as soon thereafter as reasonably practical.

G. The Vice President for Academic Affairs will take whatever action is necessary to carry out the final recommendations and notify the applicant as to the status of his/her request.

## ARTICLE XIII

## METHOD OF PAYMENT

It is agreed that faculty will be compensated in twelve (12) monthly payments. If negotiations for a collective bargaining agreement for the period commencing July 1, 1990, are being conducted during the months of July and August of 1990, salary and fringe benefit payments for July and August will be continued during this period. Newly appointed faculty members during their first academic year will be compensated in ten (10) monthly payments commencing in September. TIAA retirement and long term disability benefits which normally begin after one year of service will begin on July 1 following the first year of teaching for those faculty whose initial appointment and teaching begins in September.

## ARTICLE XIV

## FRINGE BENEFITS

A. Health Insurance - Blue Cross/Blue Shield/Major Medical 100.

Blue Cross/Blue Shield/Major Medical Plan 100 individual or family plan (365 hospital day maximum, $1 million Major Medical, including rider for reciprocal coverage) will be paid by the College. Faculty and librarians may choose to join the Rhode Island Group Health Association in place of the Blue Cross/Blue Shield insurance coverage at a charge of the difference between the fee for the applicable Blue Cross/Blue Shield/Major Medical Plan 100 and the applicable Rhode Island Group Health Association fee. Faculty members who retire before age 65 can elect to continue in the College's Blue Cross/Blue Shield group programs at their own expense.

B. Group Disability Insurance Program

1. If a full-time faculty member or librarian becomes disabled for more than one (1) week, Rhode Island School of Design will continue payment of his current base salary on the following basis:

| | |
|---|---|
| Within one year from date employment | One month pay less TDI/Workers Compensation benefits |
| After one year from date of employment but less than two years | 6 months pay at 75% less TDI/Workers Compensation benefits |
| After two years from date of employment but less than three years | 6 months pay at 80% less TDI/Workers Compensation benefits |
| After three years from date of employment but less than four years | 6 months pay at 85% less TDI/Workers Compensation benefits |
| After four years from date of employment but less than five years | 6 months pay at 90% less TDI/Workers Compensation benefits |

| | |
|---|---|
| After five years from date of employment but less than six years | 6 months pay at 95% less TDI/Workers Compensation benefits |
| After six years from date employment | 6 months pay at 100% less TDI/Workers Compensation benefits |

The College pays the full cost of this program. Benefits under this program shall continue during total disability until TIAA Group Total Disability Insurance Program begins distributing benefits.

2. When a full-time faculty member or librarian has been totally disabled because of sickness or bodily injury for six consecutive months, he or she will be covered by the TIAA Group Total Disability Insurance Program subject to the terms and conditions of the TIAA Group Total Disability Insurance Policy then in effect. This disability coverage is optional and the College pays 50% of the premium of this program and 50% is paid by the full-time faculty member or librarian. This disability coverage is also contingent upon the participation of the necessary percentage of eligible employees at Rhode Island School of Design. The faculty member or librarian shall be guaranteed the ability to return to his/her former position within six (6) months of onset of TIAA disability payments.

3. When a full-time faculty member or librarian goes on total disability, the College will continue to pay Blue Cross/Blue Shield premiums.

4. Effective with the execution of this Agreement, the benefits under the TIAA Group Total Disability Insurance Policy will be increased to sixty percent (60%) of the first $3,500 of monthly salary.

C. <u>The Scholarship Aid Program</u>

1. Sons and daughters of full-time faculty members and librarians employed continuously by the Rhode Island School of Design for at least seven years exclusive of approved leave are eligible for:

a. Attendance at the junior or evening school programs with tuition remission, in accordance with the following schedule;

The following courses are eligible for full remitted tuition exclusive of lab fees, on a space available basis:

Culinary Arts Apprenticeship Program
Evening courses: Extension School
Junior School
Lisle House courses
Paintbox program
Short-term workshops on campus
Special Events
Summer Evening Program
Young Artists Program

The following courses are eligible for partially remitted tuition exclusive of lab fees, on a space available basis:

Dinner-for-two (food and wine costs are not covered)
Pre college program (1/2 tuition is remitted)
Six-week workshops (1/2 tuition is remitted)
Travel Study programs (tuition is covered exclusive of transportation, room and board charge, and incidental expenses. For specific charges, contact Continuing Education, 331-3511, ext. 281)

b. Up to five (5) years remitted tuition in the undergraduate program at Rhode Island School of Design provided that:

(1) the student follows a prescribed program for a degree;

(2) if the prescribed program is for less than five years, then the scholarship is limited to such lesser period;

(3) documentary evidence of performance is annually submitted to the Treasurer prior to August 1; and

(4) satisfactory performance is maintained.

c. For up to four (4) years, one-third (1/3) of the annual undergraduate tuition charge of the Rhode Island School of Design will be remitted to an accredited institution in which a faculty member or librarian's son or daughter is enrolled in an undergraduate program, subject to the conditions enumerated in 1.b.(1), 1.b.(2), 1.b.(3) and 1.b.(4) above.

d. In the event of total disability or death of the faculty member or librarian the above benefits will apply to the sons and daughters of the disabled or deceased.

2. Sons and daughters of full-time faculty members and librarians with three years but less than seven years of continuous service exclusive of approved leaves in this capacity with the Rhode Island School of Design are eligible for.

a. Same as 1.a. and 1.b. above.

b. Same as 1.c. above except that the annual grant shall be one-sixth of the tuition of the Rhode Island School of Design.

3. Spouses of the full-time faculty members and librarians with three years service in this capacity with the Rhode Island School of Design are eligible for the benefits described in 1.a., 1.b. above. In addition, spouses and dependent children up to age 26 may, with permission of the instructor, attend any class at RISD as a special student provided that no tuition paying student is displaced.

4. Full-time faculty members and librarians may audit courses in the undergraduate program at Rhode Island School of Design at no cost.

5. Full-time faculty members and librarians are members of the Museum of Art, Rhode Island School of Design. Membership fee is waived.

6. Faculty on approved leaves of absence remain eligible for the foregoing tuition benefits.

D. Life Insurance Program

The Board will pay the full costs of TIAA Group Life Insurance for full-time faculty and librarians in the amount of:

$45,000 (non-descreasing)

E. Retirement Program

The College will pay the full costs of the TIAA College Retirement Equities Fund Retirement Plan until retirement.

F. Dental Benefits

The Board will pay the full cost of New England Mutual Life Insurance Company Group Employee Dental Insurance (Plan I) for full-time faculty members and librarians.

## ARTICLE XV

## SABBATICAL LEAVE

A. Sabbatical Leave - Faculty

1. The purpose of Sabbatical Leave is to make it possible for a full-time member of the Rhode Island School of Design Faculty to be released from regular academic responsibilities in order to devote time to creative work, research, or writing which will improve his/her professional status as well as his/her contributions to the Rhode Island School of Design as an artist, designer, scholar and teacher.

2. Sabbatical Leave complying with the standard contained in paragraph 1, above, will normally be granted under the following terms and conditions:

a. Sabbatical Leave will normally be granted following each six years of continuous, full-time employment at the Rhode Island School of Design, exclusive of approved leaves of absence. The equivalent of a full-time teaching load multiplied by six years is required in order to be eligible for a sabbatical leave. Approved leaves of absence are measured in teaching units (one teaching unit equals a three credit course) and are subtracted from the total. Parental leaves and release time from teaching count toward eligibility for sabbatical leave.

b. A Sabbatical Leave may be for either 1/2 year (one semester plus Wintersession) at full salary and fringe benefits; or a full year at 1/2 salary and full fringe benefits.

c. If a faculty member applies for but is not granted a Sabbatical Leave for his/her seventh year for reasons other than the merits of his/her proposal, he/she shall be given priority over another faculty member in the following year in instances where dis-

cretion is being exercised in granting a Sabbatical Leave between faculty members who both have meritorious Sabbatical Leave proposals. The seventh year will start the accrual of time toward the next Sabbatical Leave.

d. Faculty members will apply to their Divisional Chairperson a reasonable time in advance - usually eighteen (18) months in advance of the effective date of the Sabbatical Leave requested and describe their proposal for the use of the Sabbatical. The Division Chairperson shall submit his/her recommendation along with the faculty member's proposal to the Committee on Faculty Appointment within fifteen (15) calendar days of receiving the proposal. The Committee on Faculty Appointments shall review the proposal and shall endorse or reject the Division Chairperson's recommendation. These recommendations shall be forwarded to the Vice President for Academic Affairs; the Vice President for Academic Affairs will make a recommendation to the President for a decision. Notification of this decision will be given the faculty member in writing no later than twelve (12) months in advance of the effective date of the proposed Sabbatical Leave.

e. All proposals for Sabbatical Leave must meet the standards set forth in paragraph 1 above. Approval may be affected by the number of applicants within the program, department, division, or the feasibility of covering the classes of the applicant, financial considerations or other reason. The final decision concerning the granting or denial of Sabbatical Leave shall be made by the President and shall not be arbitrary or capricious.

f. Faculty members shall not accept teaching appointments at any other institution or otherwise be employed for remuneration, other than outside professional employment to no greater extent than the faculty member had engaged while teaching full-time, during the term of a Sabbatical Leave without written permission from the President; however, it is understood that in unusual circumstances, faculty members may include teaching at another institution or other employment for remuneration in excess of any outside professional employment in which the faculty member had been engaged while teaching full-time as a part of their Sabbatical proposal.

g. Faculty members should conform during Sabbatical Leave with the proposals for the use of the Sabbatical as approved by President. Failure to comply with the terms of the grant of the Sabbatical Leave may result in forfeiture of all compensation during the period of the Sabbatical. Sabbatical proposals may be amended at any time during the Sabbatical Leave by mutual agreement between faculty member and the President.

h. Upon completion of a Sabbatical Leave a faculty member shall report on his/her activities to his/her divisional chairperson and share his/her findings or work through lectures or exhibitions with the larger community of the Rhode Island School of Design.

B. Librarian Leaves

The purpose of Librarian Leaves is to make it possible for professional librarians at the Rhode Island School of Design to be released from their regular responsibilities in order to devote time to further educational activities which will improve their professional status and benefit the College.

Librarian Leaves complying with the above standard will normally be granted for a period of up to one semester under the same terms and conditions applicable to faculty sabbatical leaves under Section A of this Article. Applications will be forwarded to the Director of the Library.

C. Professional Leave/Librarian

The Board supports the notion of professionally active librarians. Consequently, a librarian will normally be granted up to seven (7) days per calendar year with pay for attendance at conferences, seminars, workshops, or other professional meetings which will improve his/her position as a librarian at the Rhode Island School of Design. Such leave must be approved by the Director of the Library and shall not be unreasonably denied. The librarian considering such leave shall inform the Director of the Library at least four weeks in advance of the conference, workshop, seminar, or other professional meeting which the librarian wishes to attend. All necessary expenses will be paid by the Board. Attendance at one-day conferences or workshops will not be charged against this leave unless such attendance expenses are paid for by the Board. Attendance at conferences required by the Board will not be charged against this leave.

D. Administrative leave granted to non-bargaining unit members shall not affect the number of sabbatical or librarian leaves granted.

## ARTICLE XVI

## LEAVES OF ABSENCE

A. Academic Leave/Faculty

Academic leave of absence without pay may be granted to faculty members for a period up to one year. Applications shall be based on one or more of the following:

1. faculty member's individual research;

2. course of studies to be pursued;

3. a grant or fellowship.

The faculty member shall submit his/her application to th appropriate Division Chairperson on or before March 1 of the academic year prior to the academic year in which the leave is to commence. The division chairperson shall submit his/her recommendation along with the appropriate faculty member proposal to the Vice President for Academic Affairs within fifteen (15) calendar days of receiving the proposal. The Vice President of Academic Affairs will make a recommendation to the President for a decision. Notification of this decision will be given to the faculty member in writing no later than May 1 of the year in which the application was made. The final decision concerning the grant or denial of academic leave shall not be arbitrary or capricious.

B. Parental Leave

1. Parental leave will be granted, upon request, for a period of not more than two semesters plus Wintersession at the time of the birth of a child. Parental leave shall be without pay but the faculty member or librarian will be afforded the opportunity to continue the group health insurance plan at his/her own expense. All parental leaves shall provide for the return of a faculty member at the beginning of a semester.

2. Disability by reason of pregnancy is a disability for purposes of Article XIV, B.

C. Jury Duty

A faculty member or librarian who is summoned for jury service shall be paid the difference between his/her regular salary and the salary received by him/her for such service. A faculty member shall not be entitled to such payment unless the faculty member has made a timely request to the appropriate authority for a postponement of such jury service to a time that the faculty member will not be engaged in teaching duties. In lieu of receiving such payment the faculty member or librarian may elect to turn over to the Rhode Island School of Design all compensation received for such jury service in which case the faculty member or librarian shall be paid his/her regular salary for such period of absence. The faculty member or librarian shall present a copy of the jury summons to the Rhode Island School of Design and the faculty member shall also submit evidence of the making of a timely request for postponement and denial of such request in order to be entitled to such payment. Any faculty member or librarian shall report to work on any day that he or she is excused from jury duty for one day or more.

D. Bereavement

A faculty member or librarian who is absent because of the death of a husband or wife, father or mother, grandmother or grandfather, brother, sister, son or daughter, father-in-law or mother-in-law, son-in-law or daughter-in-law shall receive full pay for the period immediately following the death not exceeding give (5) calendar days. The Vice President for Academic Affairs may grant up to an additional three (3) days where necessary for return travel from a funeral a great distance from the College.

## ARTICLE XVII

## ILLNESS

The present practice will continue with respect to absence of a faculty member due to illness. The faculty member will discuss arrangements for handling of the class with the Division Chairperson and this may include arrangements for covering the class.

## ARTICLE XVIII

## RETRENCHMENT

A. Retrenchment. The College has the right to lay-off bargaining unit members for reason of financial exigency or discontinuance or curtailment of academic program or decreasing enrollment.

B. In the event of retrenchment for reason of financial exigency or decreasing enrollment, a committee composed of three (3) faculty selected by the President of the Association and three (3) administrators appointed by the President shall be given an opportunity to study the financial exigency and/or decreasing enrollment and make a report to the Board of Trustees with respect to the retrenchment. Upon request of this committee made with the filing of the report to the Board, the Board will invite this committee to a meeting to discuss its report with the Executive Committee or a subcommittee thereof. The decision of the Board of Trustees shall be final and binding with respect to retrenchment for reason of financial exigency and/or decreasing enrollment.

C. In the event of retrenchment for reason of discontinuance or curtailment of academic program, the Instruction Committee shall be given an opportunity to study the discontinuance or curtailment of academic program and make a report to the Board of Trustees with respect to the discontinuance or curtailment of academic program. Upon request of the Instruction Committee made with the filing of the report to the Board, the Board will invite the Instruction Committee to a meeting to discuss its report with the Executive Committee or a subcommittee thereof. The decision of the Board of Trustees shall be final and binding with respect to the retrenchment for reason of discontinuance or curtailment of academic program.

D. Notice to a faculty member that he/she will be retrenched and the reason therefor will be given two (2) semesters before retrenchment takes effect. Upon application made within thirty (30) days of receipt of notice of retrenchment, a retrenched faculty member may bump any faculty member who is junior in seniority to him holding any position for which the retrenched faculty member, in the judgment of the Vice President for Academic Affairs, is of at least equal qualifications. The Vice President's decision is subject to the grievance procedure. The faculty member who is bumped shall be retrenched effective at the time that the faculty member who is bumping would have been retrenched, i.e., two semesters from

the time of notice of retrenchment to the faculty member who is bumping. The bumped faculty member may bump another faculty member in accordance with the provisions of this paragraph. The second bumped faculty member shall also be retrenched effective two (2) semesters from the time of the notice of retrenchment to the first faculty member retrenched. The second faculty member who is bumped shall have no right to bump any other faculty member.

E. Within the division or department or program within which retrenchment is taking place, non-bargaining unit faculty will be retrenched prior to bargaining unit faculty members unless, in the judgment of the Vice President for Academic Affairs, irreparable effect would result to an academic program. The Vice President's decision is subject to the grievance procedure. Retrenchment among full-time faculty shall proceed according to seniority. Length of full-time service from date of original appointment will determine seniority. Part-time seniority will be counted if seniority among full-time faculty in the affected division, department, or program is the same.

F. Retrenched faculty members shall be placed on a preferred hiring list within their area of expertise for three (3) years succeeding the date retrenchment became effective. In the affected division, department, or program, no outside faculty will be hired until all retrenched faculty on the preferred hiring list for the said affected division, department, or program have been offered recall rights. When an offer of re-employment is made, the retrenched faculty must accept or reject such offer within thirty (30) days after it is made. If an offer of re-employment is rejected by the faculty member or there is no response to the notification, his/her name shall be removed from the preferred hiring list. Retrenched faculty shall be responsible for notifying the College of their current mailing address.

G. No retrenchment will take place prior to September 1984. Notices may be given two semesters prior to September 1984 to take effect in September 1984.

H. In creating the committee provided for in 8 above and in charging the Instruction Committee in C above, the President will provide the respective committee with relevant data related to retrenchment. All reasonable requests by the committees for additional data and information relevant to retrenchment will be honored.

I. If retrenchment for program curtailment or discontinuance results in retrenchment of full-time faculty, other programs or departments may seek to demonstrate to the President that full-time faculty need to be hired to compensate for any shift in enrollment. The President's decision to hire or not to hire full-time faculty in a program or department experiencing shifting enrollment is not subject to the grievance procedure. However, the President shall not hire part-time faculty in the program or department experiencing the enrollment shift equal to or in excess of one full-time equivalent faculty member to avoid hiring a full-time faculty member

J. Only the procedural provisions of this Article will be subject to the grievance procedure other than where otherwise specifically provided in paragraphs D and E above.

## ARTICLE XIX

## ACADEMIC ORGANIZATION

A. Faculty Organization. The faculty of Rhode Island School of Design shall hold periodic faculty meetings to discuss and advise on academic and related college activities. This faculty organization and its standing committees, although advisory to the administration, are fully recognized by the Board. The Board will publish the current charge and composition for each standing committee and shall not amend the said charge or composition during the term of this agreement. Each committee will follow a definite schedule to insure effective transmittal of its findings. The current standing committees include:

1. Steering Committee
2. Committee on Faculty Appointments
3. Instruction Committee
4. Nominating Committee
5. Graduate Studies Committee

Other Institutional committees on which faculty serve include:

*1. Academic Standing Committee
2. Disciplinary Committee

---

* This committee subject to compositional change to include faculty to be mutually agreed upon.

3. European Honors Program Committee

4. Library Committee

5. Financial Aid Committee

6. Admissions Committee

Each committee, standing or specially constituted, will report any major policy adopted or changed to the faculty meeting. Any recommendations adopted by the Faculty Organization will be forwarded to the administration. The administration will respond at a subsequent faculty meeting, to recommendations received. The authority and responsibilities of the Steering Committee and the Instruction Committee are contained elsewhere in this article and the authority and responsibilities of the Committee on Faculty Appointments are contained in Article VII above. It is understood that standing committees have an advisory role in developing and conducting the academic program and in maintaining the standards and conditions that pertain directly to instruction and research.

B. Faculty Meetings. Annually, the faculty shall nominate and elect by secret ballot a chair and vice-chair of the faculty meetings. The Board will continue to provide the necessary support staff and services under the supervision of the chair and vice-chair. Meetings will normally be scheduled once a month during the academic year on days and at times determined by the faculty. Special meetings for specific agenda items will be scheduled on petition of ten (10) or more full-time faculty members, and notification of a special meeting and the agenda therefor shall be distributed ten (10) days in advance of that meeting.

Voting at Faculty Meetings will be by full-time faculty members only unless this body after proper consideration votes to extend this privilege to other faculty categories in specific instances.

C. Steering Committee. The faculty shall elect a steering committee. The steering committee will inform the Vice President for Academic Affairs as to the faculty meeting agenda.

D. Instruction Committee.

1. Meetings. The Instruction Committee is chaired ex-officio by the Vice PResident for Academic Affairs or his designee and is divided into two subcommittees - the Academic Policies Committee and the Curriculum Committee. Each of these committees consists of at least five (5) full-time faculty members of the faculty in any rank, at least one (1) from each division but no more than one (1) if the divisions number five (5) or more, elected by the faculty at large for staggered three-year terms, and two (2) full-time students, other than freshmen, appointed or elected under the regulations of the student board. The Vice President for Academic Affairs will appoint the chairperson of the subcommittees from the faculty members thereof.

2. Duties.

a. The Instruction Committee will meet as a whole promptly after the first regular faculty meeting in the fall term and as necessary or desirable thereafter.

b. Academic Policies Committee.

(1) Annual review of all degree requirements, including any proposed change in degree-granting requirements or programs;

(2) Preparing, reviewing, and authorizing suitable measures to maintain proper academic standards and reasonable uniformity of academic procedures within the College;

(3) Acting as the "Wintersession Committee" in concert with the Curriculum Committee to oversee the arrangement of the course programs offered;

(4) Annual submission of the completed education program to the faculty for review and recommendation to the Vice President for Academic Affairs and submission of a semi-annual report of committee actions, but coordinated with the reports of the Curriculum Committee.

c. Curriculum Committee

(1) Annual review of all programs which contribute to the earning of degrees;

(2) Annual consultation with Division Chairpersons (not to exclude department/program heads or other faculty concerned) who shall be present for the discussion of proposed new courses or programs. The role of the Curriculum Committee is review and recommendation with respect to proposals presented to it, not the initiation of proposals.

(3) Acting as the "Wintersession Committee" in concert with the Academic Policies Committee to oversee the arrangement of the course programs offered.

(4) Annual submission to the faculty of the completed educational program for review and recommendation to the Vice President for Academic Affairs, and submission of a semiannual report of committee actions, both coordinated with the reports of the Academic Policies Committee.

E. Changes in Academic Organization or Program. Proposed major changes in academic organization or program which are proposed by the administration and have not been submitted through normal Instruction Committee procedures must be presented through the following Instruction Committee procedure. The administration will submit its proposal to the Instruction Committee with copy simultaneously presented to the Faculty Organization. The Instruction Committee, as a whole or through its two subcommittees, will consult with the faculty and students of the affected division or divisions for review and discussion of the proposed changes. The Instruction Committee shall have forty-five (45) calendar days to study the proposal and present recommendations to the Faculty Meeting. The Faculty Organization shall have forty-five (45) calendar days from the Faculty Meeting at which it receives the Instruction Committee's recommendations, (or from the expiration of the forty-five (45) day period for study by the Instruction Committee in the event that the Instruction Committee does not make a report within said period) to study the proposal and make recommendations to the College Council of the Board. If the Instruction Committee determines that a change being initiated by the administration without complying with this article is a major change the Instruction Committee may initiate a grievance. The Instruction Committee as a whole may, if the Faculty Organization deems appropriate, meet with the College

Council of the Board for the purpose of presenting and discussing its recommendations. After due consideration of these recommendations, or after the expiration of the time for submission of such report and recommendations, the Board may take final action on the proposed changes and will formally report any changes decided upon to the Faculty Organization before implementation.

1. A proposal for a change in Academic Organization must be presented to the Faculty Organization during the regular academic year and the time limitations referred to above apply to normal academic session and do not include vacations or the summer recess.

2. If the proposed change in Academic Organization or program involves elimination or replacement of bargaining unit faculty then the change shall be considered a curtailment of academic program and Article XVIII Retrenchment shall apply.

## ARTICLE XX

## GRIEVANCE PROCEDURE

A. A grievance is any complaint by an individual faculty member or librarian and/or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement.

B. The following procedure shall apply for the presentation and disposition of all grievances.

Step 1. A faculty member or librarian shall first discuss any alleged grievance informally with his/her division chairperson or Director of the Library. The division chairperson or Director of the Library will attempt to resolve the grievance at this level.

Step 2. If the issue is not resolved during informal discussion with the Division Chairperson or Director of the Library it may be presented to the Vice President for Academic Affairs as a formal grievance in writing within the time prescribed by Section D hereof. The Vice President for Academic Affairs shall meet with the grievant within ten (10) calendar days and render a written decision within ten (10) calendar days of the meeting.

Step 3. If the aggrieved person is not satisfied with the disposition of the grievance at Step 2, or if no decision is rendered within ten (10) calendar days from the meeting with the Vice President for Academic Affairs, he or she may appeal the decision of the Vice President for Academic Affairs or his/her lack of action directly to arbitration.

Notice of intention to request submission to arbitration must be in writing and sent by certified mail, return receipt requested to the Vice President for Academic Affairs, not later than either fifteen (15) calendar days following the decision of the Vice President for Academic Affairs or fifteen (15) calendar days following the expiration of ten (10) calendar days from the meeting with the Vice President for Academic Affairs, whichever shall first occur. The arbitration board will consist of three (3) members, one (1) member chosen by the Association, one (1) member chosen by the Rhode Island School of Design, and the third member chosen by these two members. The parties must name their respective arbitrators within seven (7) calendar days of notice of intent to submit to arbitration. If the parties are unable to agree upon a third arbitrator within ten (10) calendar days, a request for a list of arbitrators may be made to the American Arbitration Association.

C. If a grievance affects a group or class of faculty members or librarians, the Association may submit such grievance in writing to the Vice President for Academic Affairs within the time prescribed by Section D. hereof.

D. A grievance must be presented to the Vice President for Academic Affairs as a formal grievance in writing within twenty-one (21) calendar days of the occurrence of the cause for complaint or if neither the aggrieved faculty member nor librarian nor the Association had knowledge of said occurrence at the time of its happening, then within twenty-one (21) calendar days of the first such knowledge by either the aggrieved faculty member or librarian or the Association. Any grievance not filed or appealed to a higher level within the time limits provided for in this Agreement shall be conclusively waived by reason of failure to process within the time limits provided. If a grievance decision is not received within the prescribed time limits, it may then be appealed to the next level.

E. Time limits in this Article may be extended by mutual agreement in writing.

F. Reasonable requests for factual data relevant to the grievance will be honored.

G. The decision of the Arbitration Board shall be final and binding. However, the Arbitration Board shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.

H. The Association may assist a faculty member at any level of the grievance procedure.

I. Only the Association may process a grievance beyond Step 1 and may do so even though the aggrieved person does not wish to.

## ARTICLE XXI

## NO STRIKE - NO LOCKOUT

The Association will not call, cause or sanction, nor will the members of the bargaining unit engage in any strike, sympathy strike, picketing or work stoppage, nor will the college lockout its employees, during the term of this Agreement.

## ARTICLE XXII

## ALTERATION OF AGREEMENT

The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless modified, amended, or altered in writing and signed by both parties.

## ARTICLE XXIII

## DURATION

This Agreement and each of its provisions. except as otherwise specifically provided, shall be binding and effective as of , and shall continue in full force and effect until the 30th day of June 1990, except that salary provisions are retroactive to July 1, 1987.

IN WITNESS WHEREOF, the parties hereunto set their hands this 3rd day of March, A.D., 1988.

RHODE ISLAND SCHOOL OF DESIGN

By Thomas F. Schutte

RHODE ISLAND SCHOOL OF DESIGN
FACULTY ASSOCIATION (NEARI/NEA)

By Kenneth Hamilton

## APPENDIX A

## CRITERIA FOR FACULTY PERFORMANCE

Basic to the consideration of any faculty contract renewal or promotion is the continuing value and usefulness of a faculty member to the advancement of the educational goals of, and to the general quality of, the Rhode Island School of Design. During the annual review process, these criteria and evaluations are intended to assist faculty in improving their effectiveness as artist-teachers, while at the same time providing a mechanism for the accumulation of supportive material for the purpose of the reappointment and promotion procedures.

The general criteria for renewal and promotion fall within four categories:

(1) ability and effectiveness as a teacher
(2) professional status
(3) college service
(4) community service

In the reappointment and promotion procedure, a faculty member must demonstrate through the accumulated annual reviews and the reappointment and promotion review, that he/she has maintained a high degree of excellence in (1) ability and effectiveness as a teacher; (2) professional status; (3) college service, and/or; (4) community service.

While a faculty member must exhibit an overall high degree of excellence in at least three of the four general categories, he/she need not necessarily show excellence in each of the subareas delineated below. The specific weight assigned to the areas and subareas, in terms of devotion of time and effort, may vary within the permissible ranges outlined in the Faculty Annual Report (Appendix B) and will be determined by the division chairperson in consultation with the faculty member.

### I. Ability and Effectiveness as a Teacher

a. Ability to impart to the students the principles that are basic to the subject and to inspire and stimulate a creative engagement with these principles.

(1) review of syllabus for each course where a syllabus is appropriate.

(2) class visitations at times arranged at least one week in advance;

(3) review of student work;

(4) student evaluations of teaching as may be gained through an evaluation instrument acceptable to both the College and the Association (Appendix F).

b. Concern with the development of the student and availability for advisement and consultation outside of assigned studio and classroom hours.

(1) posting and availability for advising hours;

(2) review of advising activity through faculty record of such activity and through student evaluations of faculty advising;

(3) referrals to and conferences with Dean of Students Office.

c. Teaching Responsibilities.

(1) meeting classes on time and as scheduled;

(2) attending to material needs of the courses (ordering of equipment, arrangements for trips, etc.);

(3) demonstrated concern for equipment maintenance and safety for students working in shop areas;

(4) timely preparation of accurate course description (where appropriate);

(5) timely preparation of detailed course syllabus and distribution of same to students, when appropriate (not daily lesson plans);

(6) timely and thorough grading and evaluation of students.

d. Relationship to the educational goals and general needs of the College.

(1) overall health/effectiveness of the program and division;

(2) overall assessment of faculty member as he/she relates to the future usefulness within the College;

(3) contribution to program development (where appropriate);

(4) planned curriculum changes in program and division (where appropriate);

(5) relationship of course goals to programs and division goals.

II. Professional Status

a. Professional activity and accomplishment (Full bibliographic citation required, as appropriate).

(1) original work, or where not possible slides and photographs or work,

(2) manuscripts;

(3) shows;

(4) publications;

(5) invitations, consulting, etc.;

(6) juror, visiting critic;

(7) professional memberships and offices held;

(8) honors, awards, reviews;

(9) work in progress;

(10) lectures and/or other presentations;

(11) research; and

(12) general reputation in field (established by some agreed-upon criteria)

b. Educational advancement

(1) seminars;

(2) courses;

(3) certificates;

(4) degrees; and

(5) attendance at conferences.

III. College Service

a. Academic responsibilities beyond teaching assignments and required attendance at faculty meetings, convocations and graduation, unless excused.

(1) committee work; and

(2) administrative work.

IV. Community Service

a. Public service activities.

2050a

APPENDIX B

FACULTY ANNUAL REPORT

19___ - 19___

NOTE: BEFORE COMPLETING FORM, REVIEW APPENDIX A

NAME: _____

DIVISION: _____

GENERAL CRITERIA

| | Permissible Range | Agreed Upon %age |
|---|---|---|
| 1. Ability and effectiveness as a teacher | 50 - 75% | _____ |
| 2. Professional status | 20 - 40% | _____ |
| 3. College services | 0 - 30%* | _____ |
| 4. Community service | 0 - 30%* | _____ |

ABILITY AND EFFECTIVENESS AS A TEACHER

1. Courses taught since last report. (Attach syllabus for each course listed.)

| Yr. & Term | Title | Enrollment | Required/ Elective |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | Independent Study Total | | |

*It is understood that pursuant to Article X (Workload), certain college service is required.

2. Optional. Attach a narrative evaluating the strengths and weaknesses in the courses you have taught, including your thoughts on how they might be improved.

3. Indicate your posted office hours, summarize your advising activities, and review any contacts you have had with Student Affairs concerning advising. Attach any pertinent correspondence.

PROFESSIONAL STATUS

A. Professional Activities and Accomplishments

1. Cite, in detail, work produced, shown or published since the last annual report. Attach copies of reviews, if any.

2. Summarize work in progress.

3. List consulting, juror, visiting critic, etc., activities since last annual report.

4. Indicate professional memberships and offices held as well as any honors or awards received since last annual report.

B. Educational Advancement

5. List seminars or courses taken and certificates and degrees received since last annual report.

COLLEGE SERVICE

1. Indicate committee and administrative assignments since last annual report.

2. Review college service activities undertaken since last annual report (where appropriate).

3. Indicate attendance at committee meetings, faculty meetings, convocation and graduation.

COMMUNITY SERVICE

1. Review community service activities undertaken since last annual report (where appropriate).

COMMENTS

Indicate here or on a separate sheet of paper additional material, thoughts, and observation not included above.

FACULTY MEMBER'S SIGNATURE:

DATE COMPLETED: _____

APPENDIX C

DEPARTMENT HEAD'S/DIVISION CHAIR'S/DEAN'S ANNUAL REPORT

19___ - 19___

FACULTY MEMBER: _____

DEPARTMENT/PROGRAM: _____

DEPARTMENT HEAD/DIVISION CHAIR/DEAN: _____

The objectives of the Department Head's/Division Chairman's/ Dean's Annual Report are:

a) to assist the faculty member in the self-evaluation of his/her performance as a member of the teaching staff at RISD; and

b) to assist supervisors in decision-making processes in regard to reappointment, promotion.

Note:

Department Head/Division Chair/Dean reviews the faculty member's Annual Report including any attachments to it. After the form is completed, it should be read by the faculty member and discussed with him or her. Both parties should then sign the form and forward it to the appropriate Division Chairperson/Vice President for Academic Affairs.

GENERAL CRITERIA (Check the appropriate boxes)

_____ The percentage indicated on the Annual Report accurately reflects my understanding with the faculty member for the period covered.

_____ The percentage indicated on the Annual Report does not accurately reflect my understanding with the faculty member. It should be: _____

_____ The percentage should be adjusted for the next Annual Report period as follows: _____

_____

If any item is inapplicable or there is not sufficient information to make a judgment, simply indicate this under comments and do not circle a number.

ABILITY AND EFFECTIVENESS AS A TEACHER

1(a). Course syllabi, where appropriate
Comments: _____

_____

_____

_____

1(b). Rate course syllabi by circling one number:

1 2 3 4 5
(inadequate) (outstanding)

2(a). Based on class visitations, indicate faculty member's classroom performance by comments and circling one number:

_____

_____

_____

1 2 3 4 5
(inadequate) (outstanding)

2(b). Indicate dates and courses visited: _____

_____

_____

_____

3(a). Based on reviews of student work, indicate faculty member's teaching performance by comments and by circling one number:

_____

_____

_____

_____

1 2 3 4 5
(inadequate) (outstanding)

3(b). Indicate courses in which student works were reviewed; give dates of reviews:

_____

_____

_____

4(a). Review of student evaluations. For each course evaluated, indicate the following:

1) Name of course
2) Number of students enrolled in course
3) Semester offered
4) Required or Elective
5) Graduate or undergraduate
6) List number of evaluations consulted

Comments:_____

_____

_____

_____

4(b). Based on all the student evaluations available, rate the faculty member's teaching performance by circling one number:

1 2 3 4 5
(inadequate) (outstanding)

5(a). Rate the faculty member's performance in each of the following by circling one number for each:

I. Meeting classes on time and as scheduled:

1 2 3 4 5
(inadequate) (outstanding)

II. Initiate requests for the material needs of the courses:

1 2 3 4 5
(inadequate) (outstanding)

III. Demonstrated concern for equipment maintenance and safety for students working in shop areas:

1 2 3 4 5

(inadequate) (outstanding)

IV. Timely preparation of accurate course descriptions, where appropriate:

1 2 3 4 5

(inadequate) (outstanding)

V. Timely preparation of detailed course syllabus (where appropriate, not a daily lesson plan) and distribution of same to students:

1 2 3 4 5

(inadequate) (outstanding)

VI. Timely and thorough grading and evaluations of students:

1 2 3 4 5

(inadequate) (outstanding)

VII. Availability for student counseling:

1 2 3 4 5

(inadequate) (outstanding)

5(b). Indicate nature and extent of the evidence going into the foregoing seven ratings. Include copies of any relevant letters, memoranda, etc.

_____

_____

_____

6. Contribution to the Department.

a) Describe the faculty member's contribution in the following categories (where appropriate):

1. Overall health/effectiveness of the department/division

2. Contribution to curriculum/program development

3. Relationship of the course objectives to departmental/divisional objectives

_____

_____

_____

b) Based on your observations above, evaluate the faculty member's contribution to the department by circling one number:

1 2 3 4 5

(inadequate) (outstanding)

PROFESSIONAL STATUS

1. The professional status part of the faculty member's Annual Report appears to be accurate/inaccurate.

_____

_____

_____

2. Indicate and attach copies of additional information concerning the faculty member's professional status:

_____

_____

_____

3. Continuing involvement with his/her work:

_____

_____

_____

4. Comments:

_____

_____

_____

5. Rate the faculty member's professional status by circling one number:

1 2 3 4 5
(inadequate) (outstanding)

COLLEGE SERVICE (if appropriate - see Appendix A)

1. The committee work is/is not complete on the Annual Report submitted by the faculty member.

Explain: _____

_____

_____

_____

2. Rate the faculty member's attendance at meetings, convocation, and graduation by circling one number:

1 2 3 4 5
(inadequate) (outstanding)

COMMUNITY SERVICE (if appropriate - see Appendix A)

1. Community Service part of the faculty member's Annual Report is/is not accurate.

Explain: _____

_____

_____

_____

2. Rate the faculty member's community service:

1 2 3 4 5
(inadequate) (outstanding)

If a faculty member has not demonstrated a high degree of excellence in any appropriate category, state the basis for your reservations in detail, and indicate what actions the faculty member might take to improve his/her performance to meet the required standards.

_____

_____

_____

_____

_____

DEPARTMENT HEAD'S/DIVISION CHAIR'S
DEAN'S SIGNATURE: DATE COMPLETED:

_____ _____

I have read this report and discussed it with the supervisor, I shall/shall not submit a written response to it within five days.

FACULTY MEMBER'S SIGNATURE: DATE:

_____ _____

## APPENDIX D

## EVALUATION OF ADMINISTRATORS BY MEMBERS OF THE FACULTY

19___ - 19___

Name of Administrator: _____

Department/Division: _____

Administrative Position: _____

The objectives of the administrator's evaluation by faculty are:

a) to assist the individual in the self-evaluation of his/her performance as an administrator. (Please note that their performance as a member of the teaching staff at RISD will be evaluated separately.)

b) to assist the President and the Vice President for Academic Affairs in their evaluation of the administrator.

Note: It is required that this form be completed each year by the faculty members and librarians for the evaluation of Department Heads, Division Chairs/Deans, and Director of the Library. The form must be forwarded by May 1 directly to the Vice President for Academic Affairs. The Vice President for Academic Affairs will give every report to the President. Each faculty member/librarian must sign the form. The signature portion of the form will be removed by the Vice President for Academic Affairs before he/she shares the report with the administrator being evaluated.

GENERAL CRITERIA

All questions relate to the current job description for Department Heads, Division Chairs/Deans and/or Director of the Library. They relate to the administrative portion of their duties at RISD.

Note: If any item below is inapplicable or there is not sufficient information to make a judgment, indicate this under comments and do not circle a number.

1. Department Heads/Divison Chairs/Deans and Director of the Library are responsible for effective and efficient administration of their respective academic unit. Please evaluate his/her performance in this area:

_____

_____

_____

_____

_____

Based on the above evaluation, rate the administrator's performance by circling one number:

1 2 3 4 5
(inadequate) (outstanding)

2. Department Heads/Divison Chairs/Deans and Director of the Library are expected to facilitate the physical and material needs within the academic unit. Please evaluate his/her performance in this area:

_____

_____

_____

_____

_____

Based on the above evaluation, rate the administrator's performance by circling one number:

1 2 3 4 5
(inadequate) (outstanding)

3. Department Heads/Divison Chairs/Deans are expected to take initiative in curriculum and/or program development and planning. Please evaluate his/her performance in this area:

_____

_____

_____

_____

_____

Based on the above evaluation, rate the administrator's performance by circling one number:

1 2 3 4 5
(inadequate) (outstanding)

4. Department Heads/Division Chairs/Deans and Director of the Library are responsible for the performance evaluation of all faculty/librarians in their respective unit. Please evaluate his/her performance in this area:

_____

_____

_____

_____

_____

Based on the above evaluation, rate the administrator's performance by circling one number:

1 2 3 4 5
(inadequate) (outstanding)

5. Department Heads/Divison Chairs/Deans/Director of the Library are important channels of communication between the faculty and the Vice President for Academic Affairs and the President. In order to maintain the flow of information, Department Heads/Division Chairs/Deans/ Director of the Library are expected to call periodical meetings within their academic unit. Please evaluate his/her performance in this area:

Based on the above evaluation, rate the administrator's performance by circling one number:

1 (inadequate) 2 3 4 5 (outstanding)

6(a). Department Heads/Division Chairs/Deans are expected to provide guidance to faculty with respect to their teaching performance as well as their development as artists, designers, scholars. Please evaluate his/her performance in this area:

6(b). The Director of the Library is expected to provide guidance to librarians with respect to their professional performance. Please evaluate his/her performance in this area:

Based on the above evaluation, rate the administrator's performance by circling one number:

1 2 3 4 5
(inadequate) (outstanding)

7. Program Heads/Department Heads/Division Chairs/Dean/Director of the Library are expected to provide intellectual leadership within their respective academic unit. Please evaluate his/her performance in this area:

_____

_____

_____

_____

_____

Based on the above evaluation, rate the administrator's performance by circling one number:

1 2 3 4 5
(inadequate) (outstanding)

9. When evaluating Division Chairs/Deans Director of the Library, please comment on the following areas if appropriate. Do you consider the following areas supportive of your teaching efforts at Rhode Island School of Design? (If you evaluate Department Heads and Division Chairs/Deans, please complete this section only once.)

1 2 3 4 5
(inadequate) (outstanding)

Museum

1 2 3 4 5
(inadequate) (outstanding)

Library

1 2 3 4 5
(inadequate) (outstanding)

Registrar

1 (inadequate) 2 3 4 5 (outstanding)

Business Office

1 (inadequate) 2 3 4 5 (outstanding)

Security

1 (inadequate) 2 3 4 5 (outstanding)

Purchasing

1 (inadequate) 2 3 4 5 (outstanding)

Bookstore

1 (inadequate) 2 3 4 5 (outstanding)

Physical Plant

1 (inadequate) 2 3 4 5 (outstanding)

Career Services

1 (inadequate) 2 3 4 5 (outstanding)

Work Study

1 (inadequate) 2 3 4 5 (outstanding)

Metcalf Supply

1 (inadequate) 2 3 4 5 (outstanding)

Academic Affairs

1 (inadequate) 2 3 4 5 (outstanding)

Administrative Services

1 (inadequate) 2 3 4 5 (outstanding)

Student Affairs

1 (inadequate) 2 3 4 5 (outstanding)

Finance

1 (inadequate) 2 3 4 5 (outstanding)

Development

1 (inadequate) 2 3 4 5 (outstanding)

Office of the President

1 (inadequate) 2 3 4 5 (outstanding)

Other _____

Comments: _____

_____

_____

FACULTY MEMBER'S NAME DATE COMPLETED

_____ _____

APPENDIX E

RHODE ISLAND SCHOOL OF DESIGN

APPLICATION FOR FACULTY SABBATICAL LEAVE

The purpose of Sabbatical Leave is to make it possible for a full-time member of the Rhode Island School of Design Faculty to be released from regular academic responsibilities in order to devote time to creative work, research, or writing which will improve his/her professional status as well as his/her contributions to the Rhode Island School of Design as an artist, designer, scholar and/or teacher.

NAME OF APPLICANT: _____

DEPARTMENT/PROGRAM: _____

ACADEMIC RANK POSITION: _____

PERIOD DURING WHICH SABBATICAL REQUESTED: _____

CHECK ONE:

_____ 1/2 year sabbatical (one semester plus wintersession) at full salary and full fringe benefits

_____ one year sabbatical at 1/2 salary and full fringe benefits

LENGTH OF CONTINUOUS FULL-TIME EMPLOYMENT AT RISD EXCLUSIVE OF APPROVED LEAVES OF ABSENCE: _____

DATES OF LAST RISD SABBATICAL LEAVE, IF APPLICABLE: _____

CATEGORY:

_____ Creative Work

_____ Research

_____ Writing

DESCRIBE IN DETAIL THE ACTIVITIES WHICH YOU PROPOSE TO UNDERTAKE DURING YOUR SABBATICAL LEAVE RELATING YOUR INTENTIONS TO CREATIVE WORK, RESEARCH OR WRITING.

2054a

RHODE ISLAND SCHOOL OF DESIGN

Student Course Evaluation

course # _____ course title _____ term _____ year _____ instructor _____

Circle only one number for each question.

ABOUT THE INSTRUCTOR.

| | | unsatisfactory | | | | outstanding |
|---|---|---|---|---|---|---|
| 1. | Explanation of course objectives, evaluation criteria, and goals. | 1 | 2 | 3 | 4 | 5 |
| 2. | Command of concepts, materials, problems, and subject matter. | 1 | 2 | 3 | 4 | 5 |
| 3. | Ability to communicate effectively his/her knowledge and/or skills. | 1 | 2 | 3 | 4 | 5 |
| 4. | Attends class on time and remains for entire scheduled period. | 1 | 2 | 3 | 4 | 5 |
| 5. | Uses class time effectively. | 1 | 2 | 3 | 4 | 5 |
| 6. | Availability outside of class for advice and assistance. | 1 | 2 | 3 | 4 | 5 |
| 7. | Breadth and consistency in criticizing student work. | 1 | 2 | 3 | 4 | 5 |
| 8. | Ability to generate enthusiasm and curiosity in the student. | 1 | 2 | 3 | 4 | 5 |
| 9. | Ability to respond constructively to difficulties encountered by students in the course. | 1 | 2 | 3 | 4 | 5 |
| 10. | Commitment to the course and concern for the student's development within it. | 1 | 2 | 3 | 4 | 5 |

| | | unsatisfactory | | | | superior |
|---|---|---|---|---|---|---|
| 11. | Overall performance of the instructor in this course. | 1 | 2 | 3 | 4 | |
| 12. | Observance of safety regulations for materials and equipment and insistence that all students know and follow recommended safety procedures. | 1 | 2 | 3 | 4 | |

ABOUT THE COURSE.

| | | | | | |
|---|---|---|---|---|---|
| 13. | Subject matter covered carefully, at a reasonable pace, and in a reasonable sequence. | 1 | 2 | 3 | 4 |
| 14. | Balance between course requirements and course credits. | 1 | 2 | 3 | 4 |
| 15. | Contribution to my skill/knowledge in this area. | 1 | 2 | 3 | 4 |
| 16. | Development of problem solving and thinking/conceptual skills. | 1 | 2 | 3 | 4 |
| 17. | Adequacy and accuracy of course description in the Course Announcement Catalog. | 1 | 2 | 3 | 4 |
| 18. | Overall evaluation of the course. | 1 | 2 | 3 | 4 |

Please add any comments you may have about the instructor and the course. If additional space is required, please append a separate sheet of paper.

_____

_____

_____

_____

_____

_____

_____

Name (optional)_____ I.D.# (optional)_____

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## MEMORANDUM OF AGREEMENT A

This Memorandum pertains to the Collective Bargaining Contract by and between RHODE ISLAND SCHOOL OF DESIGN and the RHODE ISLAND SCHOOL OF DESIGN FACULTY ASSOCIATION for the period July 1, 1987, through June 30, 1990.

It is understood and agreed by the parties that any faculty member or librarian who has received benefits under the College's scholarship aid program (Article XIV (C)) by way of partial tuition remission to an accredited institution in which the faculty member or librarian's son or daughter was enrolled in an undergraduate program may elect to restore scholarship eligibility for remitted tuition in the undergraduate program at Rhode Island School of Design for that son or daughter. Such election shall be made by the faculty member or librarian repaying in full to Rhode Island School of Design any and all payments made by Rhode Island School of Design to the other institution on that son or daughter's behalf. In order to receive future benefits, however, the faculty member or librarian's son or daughter must meet all other eligibility requirements of the scholarship aid program.

It is understood that the faculty member or librarian receiving any new scholarship aid benefits pursuant to this memorandum may be subject to having such benefit treated as

income for federal and state taxation purposes pursuant to the Tax Reform Act of 1984.

RHODE ISLAND SCHOOL OF DESIGN

By: Thomas F. Schutte

RHODE ISLAND SCHOOL OF DESIGN
FACULTY ASSOCIATION (NEARI/NEA)

By: Kenneth Gemmill

2055a

## MEMORANDUM OF AGREEMENT B

This memorandum pertains to the Collective Bargaining Contract by and between Rhode Island School of Design and the Rhode Island School of Design Faculty Association for the period July 1, 1987 through June 30, 1990.

It is agreed that, for the academic years 1987-88 and 1988-89, a salary adjustment (hereinafter referred to as "Formula 11") shall be applied to adjust salaries after the application of the percentage raises specified in Article XII. Formula 11 adjustments shall be calculated as follows:

> A list shall be created of all bargaining unit base salaries in reverse order, ranging from highest to lowest. The highest salary will be given no adjustment. The second highest salary shall be adjusted upward in the amount of $11.00. Each succeeding salary, going down the list, receives the Formula 11 increase given to the preceeding salary plus an additional $11.00.
>
> It is expressly understood and agreed that this adjustment is not meant to affect the order of salaries. Thus, if the predicted Formula 11 increase would cause a lower salary to surpass the next higher salary, the Formula 11 adjustment shall be limited to an amount that would equalize the salaries (in other words, in these cases the Formula 11 increase shall be less than $11.00 higher than the preceeding salary).

For the 1989-90 academic year, a salary adjustment shall be made utilizing the same procedure as Formula 11 but substituting the amount of $7.00 for the $11.00 utilized in Formula 11. This formula shall be known as Formula 7.

RHODE ISLAND SCHOOL OF DESIGN

By: Thomas F. Schutte

RHODE ISLAND SCHOOL OF DESIGN
FACULTY ASSOCIATION (NEARI/NEA)

By: Kenneth Hamilton

2091a

MEMORANDUM OF AGREEMENT C

This memorandum pertains to the Collective Bargaining Contract by and between Rhode Island School of Design and the Rhode School of Design Faculty Association for the period July 1, 1987 through June 30, 1990.

It is understood and agreed that C.W. Luther, C. F. Hoffman and Albert P. Beaver shall be made whole for the dollars which otherwise would have been contributed by the College to their TIAA/CREF pension fund had they not reached the cut-off age of 65 years. The dollars which would have been contributed to the pension fund shall be paid to these faculty in cash in 3 equal annual installments. It is understood that no other past or present faculty member who may have had retirement contributions reduced or eliminated in accordance with past RISD policy shall be entitled to similar payments.

RHODE ISLAND SCHOOL OF DESIGN

By: Thomas F. Schutte

RHODE ISLAND SCHOOL OF DESIGN
FACULTY ASSOCIATION (NEARI/NEA)

By: Kenneth Lenk

2092a